

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION CIRCUIT COURT

AVC NO. 05 - 004

FILED

IN RE: THOMAS M. LOTT
individually and d/b/a
SUN ROOMS & MORE,

32

FEB 16 2005

Dawn J. Schaller
CLERK OF THE
MARION CIRCUIT COURT

Respondent.

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Eric Jackson, and the Respondent, Thomas M. Lott individually and d/b/a Sun Rooms & More, enter into an Assurance of Voluntary Compliance (Assurance) pursuant to Indiana Code §24-5-0.5-7.

Any violation of the terms of this Assurance constitutes prima facie evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. Respondent is an individual engaged in the home improvement business, with a principal place of business at 2700 S. Monroe Street, Suite 6, Muncie, Indiana 47302, and transacts business with Indiana consumers.
2. The terms of this Assurance apply to and are binding upon Respondent, his employees, agents, representatives, successors, and assigns.
3. Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code §4-6-9-4 and Ind. Code §24-5-0.5-1 et seq.

4. Respondent agrees, pursuant to Ind. Code §24-5-11-10, in every home improvement transaction to provide a completed home improvement contract to the consumer before it is signed by the consumer. Respondent agrees that the contract must contain at a minimum the following:

- (a) The name of the consumer and the address of the residential property that is the subject of the home improvement;
- (b) The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- (c) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- (d) A reasonably detailed description of the proposed home improvements;
- (e) If the description required by Indiana Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
- (f) The approximate starting and completion dates of the home improvements;
- (g) A statement of any contingencies that would materially change the approximate completion date;
- (h) The home improvement contract price; and
- (i) Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or a typed version of that person's name placed directly after or below the signature.

5. The Respondent agrees that each of its home improvement contracts will be in a form that each consumer who is a party to the contract can reasonably read and understand, as required by Ind. Code § 24-5-11-10(b).

6. The Respondent agrees that before the consumer signs the home improvement contract and before the consumer can be required to make a down payment, the Respondent will have agreed unequivocally by written signature to all of the terms of the home improvement contract, as required by Ind. Code § 24-5-11-11.

7. The Respondent agrees that it will give a fully executed copy of the home improvement contract, showing the dates the Respondent and each consumer executed the contract, to the consumer immediately after the consumer signs it, as required by Ind. Code § 24-5-11-12.

8. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from conducting any business activity in the State of Indiana unless those activities are in full compliance with the Home Improvement Contracts Act, Ind. Code § 24-5-11 et seq.

9. The Respondent agrees to refrain from conducting any home improvements until it has first obtained all necessary licenses or permits required by law.

10. The Respondent agrees, pursuant to Ind. Code § 24-5-10-9, in every home consumer transaction to provide to the consumer two (2) copies of a written notice of the consumer's right to cancel the transaction. The Respondent agrees that the notice shall be on a separate document in at least ten (10) point boldface type and contain the following:

- (a) The address to which the consumer's notice of cancellation may be delivered or sent;
- (b) A statement that the transaction may be cancelled before midnight of the third business day after the consumer and the supplier finally agree to the transaction;
- (c) A statement of the explanation of the steps the consumer must take to cancel the home consumer transaction;

- (d) A statement of the steps the consumer and supplier must take after cancellation of the home consumer transaction; and
- (e) The date by which the consumer must exercise the right to cancel the transaction.

11. The Respondent agrees, pursuant to Ind. Code § 24-5-0.5-3(a)(10), that he will not represent that he is able to start or complete a home improvement within a stated period of time, or when no time period is stated, within a reasonable time, when the Respondent knows or should reasonably know that he cannot.

12. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from conducting any business activity in the State of Indiana unless those activities are in full compliance with the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3.

13. Upon execution of this Assurance, the Respondent shall pay consumer restitution in the amount of Four Thousand Three Hundred Fifty Dollars (\$4,350.00) to the Office of the Attorney General on behalf to Murray and Sarah Butler, , IN

14. Upon execution of this Assurance, the Respondent shall pay costs in the amount of Three Hundred Dollars (\$300.00) to the Office of the Attorney General.

15. The Respondent shall not represent that the Office of the Attorney General approves or endorses the Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

16. The Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

17. The Office of Attorney General shall file this Assurance with the Circuit Court of Marion County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 15 day of February, 2005.

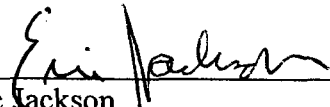
STATE OF INDIANA

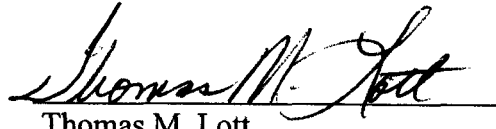
RESPONDENT

STEVE CARTER
Attorney General of Indiana

THOMAS M. LOTT
individually and d/b/a
SUN ROOMS & MORE

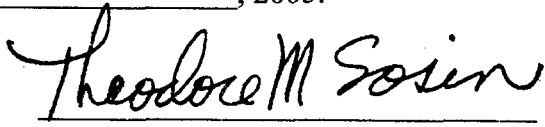
By:


Eric Jackson
Deputy Attorney General
Atty. No. 19415-49


Thomas M. Lott

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Indianapolis, Indiana 46204
Telephone: (317) 233-3987

APPROVED this _____ day of FEB 16 2005, 2005.


Judge, Marion County Circuit Court